



U.S. ENVIRONMENTAL PROTECTION AGENCY
REGION 10
1200 SIXTH AVENUE
SEATTLE, WASHINGTON 98101
MAY 6 1989

Definitive
WA 2917
3/6/1989

REPLY TO
ATTN OF: HW-112

Don Porter
Assistant Vice President for Personnel Trust
Key Trust Company of the Northwest
1000 Second Avenue, 11th Floor
Seattle, Washington 98104

Dear Mr. Porter:

Enclosed is an Amended Closure Trust Agreement for the Chemical Processors' Washougal Facility, Tacoma Facility, Georgetown Facility and Pier 91 Facility. This document has been signed by the Washington Department of Ecology (DOE) and the U.S. Environmental Protection Agency (EPA).

The amendments to the Trust Agreement were made to comply with wording in the Washington Dangerous Waste Regulations (WAC 173-303-620). The original Trust Agreement was executed prior to the delegation of the Resource Conservation and Recovery Act (RCRA) authority to the DOE and, therefore, referred to EPA rather than Ecology. In addition, Chemical Processors has added the Washougal Facility to the facilities covered by the Trust Agreement.

If you have any questions, please contact Bill Adams of my staff at (206) 442-2806.

Sincerely,

Chuck Shenk, Chief
RCRA Compliance Section

cc: Catherine Buller, Chempro
Susan Powers, Washington Department of Ecology

FILE COPY

USEPA RCRA



3012262



CHEMICAL PROCESSORS, INC.

2203 AIRPORT WAY SO., SUITE 400
SEATTLE, WASHINGTON 98134

PHONE: (206) 223-0500
FAX: (206) 223-7791

RECEIVED
MAY 06 1988
WASTE MANAGEMENT BRANCH

May 5, 1988

Mr. Kenneth Feigner
Chief, Waste Management Branch
U.S. EPA Region X
MS/HW-112
1200 Sixth Avenue
Seattle, WA 98101

Dear Mr. Feigner:

Enclosed is the original Amended Closure Trust Agreement for Chemical Processors' Washougal Facility, Tacoma Facility, Georgetown Facility and Pier 91 Facility. Please have the appropriate person within EPA Region X sign the consent line on page 9 and return the original to Dennis Stefani at the above address.

While there has been an executed Amended Trust Agreement between Chemical Processors and Key Bank for some time, the Washington Department of Ecology has just recently signed the consent line for the document. Since the original Trust Agreement for Chemical Processors was with EPA, there is also a place for EPA to sign to consent to the amended agreement.

The amendments to the Trust Agreement were made to comply with wording in the Washington Dangerous Waste Regulations, specifically WAC 173-303-620. The original Trust Agreement was executed prior to the delegation of RCRA authority to the Washington Department of Ecology and, therefore, referred to EPA rather than Ecology. In addition Chemical Processors has added the Washougal Facility to the facilities covered by the Trust Agreement.

If you have any questions, please contact me at 223-0500.

Sincerely,

Dennis Stefani
Manager, Regulatory Affairs

DFS:tkS

cc: M. S. Palumbo

CLOSURE AND POST-CLOSURE
TRUST AGREEMENT
OR
TRUST FUND

INTERIM STATUS
COMPLIANCE WITH
WAC 173-303-400 AND
40 CFR 265.143(a) FOR CLOSURE,
40 CFR 265.145(a) FOR POST-CLOSURE.

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FINAL STATUS
COMPLIANCE WITH
WAC 173-303-620 AND
40 CFR 264.143(a) FOR CLOSURE,
40 CFR 264.145(a) FOR POST-CLOSURE

AMENDED TRUST AGREEMENT

AMENDED TRUST AGREEMENT

The parties to this Amended Trust Agreement, the "Agreement" entered into as of January 1, 1986, are CHEMICAL PROCESSORS, INC., a Washington corporation, the "Grantor," and SEATTLE TRUST & SAVINGS BANK now known as KEY BANK OF PUGET SOUND, a banking corporation incorporated under the laws of the State of Washington, the "Trustee."

Recitals

WHEREAS, Grantor previously established with Trustee a Trust Agreement of July 7, 1982, in accord with federal and state regulations requiring owners and operators of hazardous waste management facilities to assure that funds will be available for proper closure of facilities that treat, store or dispose of hazardous waste and for post-closure care of hazardous waste disposal facilities; and

WHEREAS, the United States Environmental Protection Agency, an agency of the United States government, was named as a beneficiary of the Trust Agreement, and it has agreed with the Grantor that this role should be transferred to the Washington State Department of Ecology, "WDOE", an agency of the Washington State government, which change is acceptable to WDOE; and

WHEREAS, Grantor has requested the Trust Agreement be rewritten to indicate the change of administering agency and to revise the Trust Agreement to conform to the regulations of WDOE in other respects,

NOW, THEREFORE, effective upon the consent of the United States Environmental Protection Agency and WDOE evidenced by signature below, Grantor and Trustee agree as follows:

1. WDOE is substituted for the United States Environmental Protection Agency as the enforcement agency and beneficiary under the Trust Agreement dated July 7, 1982.
2. Simultaneously, the Trust Agreement is amended and restated in its entirety as set forth below, in order to conform to regulations of WDOE.
3. As provided below, henceforth all notices will be only to the WDOE and not to the United States Environmental Protection Agency, and WDOE shall be the only necessary

administrative agency as to any further amendment of the Trust Agreement.

4. The schedules of the Trust Agreement are changed currently to be as attached to this Agreement.

5. Each person signing or approving this Agreement warrants his or her authority to do so.

The amended and restated Trust Agreement as of January 1, 1986, is as follows:

TRUST AGREEMENT

TRUST AGREEMENT, the "Agreement," entered into as of January 1, 1986 by and between CHEMICAL PROCESSORS, INC., a Washington corporation, the "Grantor," and SEATTLE TRUST & SAVINGS BANK, a banking corporation incorporated in the State of Washington, the "Trustee."

WHEREAS, the Washington State Department of Ecology "WDOE," an agency of the Washington State Government, has established certain regulations applicable to the Grantor, requiring that an owner or operator of a dangerous waste management facility shall provide assurance that funds will be available when needed for closure and/or post-closure care of the facility,

WHEREAS, the Grantor has elected to establish a trust to provide all or part of such financial assurance for the facilities identified herein,

WHEREAS, the Grantor, acting through its duly authorized officers, has selected the Trustee to be the trustee under this Agreement, and the Trustee is willing to act as trustee,

NOW, THEREFORE, the Grantor and Trustee agree as follows:

Section 1. Definitions. As used in this Agreement:

(a) The term "Grantor" means the owner or operator who enters into this Agreement and any successors or assigns of the Grantor.

(b) The term "Trustee" means the Trustee who enters into this Agreement and any successor Trustee.

Section 2. Identification of Facilities and Cost Estimates. This Agreement pertains to the facilities and cost estimates identified on attached Schedule A.

Section 3. Establishment of Fund. The Grantor and the Trustee hereby establish a trust fund, the "Fund," for the benefit of WDOE. The Grantor and the Trustee intend that no third party have access to the Fund except as herein provided. The Fund is established initially as consisting of the property, which is acceptable to the Trustee, described in Schedule B attached hereto. Such property and any other property subsequently transferred to the Trustee is referred to as the Fund, together with all earnings and profits thereon, less any payments or distributions made by the Trustee pursuant to this Agreement. The Fund shall be held by the Trustee, IN TRUST, as hereinafter provided. The Trustee shall not be responsible nor shall it undertake any responsibility for the amount or adequacy of, nor any duty to collect from the Grantor, any payments necessary to discharge any liabilities of the Grantor established by WDOE.

Section 4. Payment for Closure and Post-Closure Care. The Trustee shall make payments from the Fund as WDOE shall direct, in writing, to provide for the payment of the costs of closure and/or post-closure care of the facilities covered by this Agreement. The Trustee shall reimburse the Grantor or other persons as specified by WDOE from the Fund for closure and post-closure expenditures in such amounts as WDOE shall direct in writing. In addition, the Trustee shall refund to the Grantor such amounts as WDOE specifies in writing. Upon refund, such funds shall no longer constitute part of the Fund as defined herein.

Section 5. Payments Comprising the Fund. Payments made to the Trustee for the Fund shall consist of cash or securities acceptable to the Trustee.

Section 6. Trustee Management. The Trustee shall invest and reinvest the principal and income of the Fund and keep the Fund invested as a single fund, without distinction between principal and income, in accordance with general investment policies and guidelines which the grantor may communicate in writing to the Trustee from time to time, subject, however, to the provisions of this Section. In investing, reinvesting,

exchanging, selling, and managing the Fund, the Trustee shall discharge his duties with respect to the trust fund solely in the interest of the beneficiary and with the care, skill, prudence, and diligence under the circumstances then prevailing which persons of prudence, acting in a like capacity and familiar with such matters, would use in the conduct of an enterprise of a like character and with like aims; except that:

(i) Securities or other obligations of the Grantor, or any other owner or operator of the facilities, or any of their affiliates as defined in the Investment Company Act of 1940, as amended, 15 U.S.C. 80a-2.(a), shall not be acquired or held, unless they are securities or other obligations of the Federal or a State government;

(ii) The Trustee is authorized to invest the Fund in time or demand deposits of the Trustee, to the extent insured by an agency of the Federal or State government; and

(iii) The Trustee is authorized to hold cash awaiting investment or distribution uninvested for a reasonable time and without liability for the payment of interest thereon.

Section 7. Commingling and Investment. The Trustee is expressly authorized in its discretion:

(a) To transfer from time to time any or all of the assets of the Fund to any common, commingled, or collective trust fund created by the Trustee in which the Fund is eligible to participate, subject to all of the provisions thereof to be commingled with the assets of other trusts participating therein; and

(b) To purchase shares in any investment company registered under the Investment Company Act of 1940, 15 U.S.C. 80a-1 et seq., including one which may be created, managed, underwritten, or to which investment advice is rendered or the shares of which are sold by the Trustee. The Trustee may vote such shares in its discretion.

Section 8. Express Powers of Trustee. Without in any way limiting the powers and discretions conferred upon the Trustee by the other provisions of this Agreement or by law, the Trustee is expressly authorized and empowered:

(a) To sell, exchange, convey, transfer, or otherwise dispose of any property held by it, by public or private sale. No person dealing with the Trustee shall be bound to see to the application of the purchase money or to inquire into the validity or expediency of any such sale or other disposition;

(b) To make, execute, acknowledge, and deliver any and all documents of transfer and conveyance and any and all other instruments that may be necessary or appropriate to carry out the powers herein granted;

(c) To register any securities held in the Fund in its own name or in the name of a nominee and to hold any security in bearer form or in book entry, or to combine certificates representing such securities with certificates of the same issue held by the Trustee in other fiduciary capacities, or to deposit or arrange for the deposit of such securities in a qualified central depository even though, when so deposited, such securities may be merged and held in bulk in the name of the nominee of such depository with other securities deposited therein by another person, or to deposit or arrange for the deposit of any securities issued by the United States Government, or any agency or instrumentality thereof, with a Federal Reserve bank, but the books and records of the Trustee shall at all times show that all such securities are part of the Fund;

(d) To deposit any cash in the Fund in interest-bearing accounts maintained or savings certificates issued by the Trustee, in its separate corporate capacity, or in any other banking institution affiliated with the Trustee, to the extent insured by an agency of the Federal or State government; and

(e) To compromise or otherwise adjust all claims in favor of or against the Fund.

Section 9. Taxes and Expenses. All taxes of any kind that may be assessed or levied against or in respect of the Fund and all brokerage commissions incurred by the Fund shall be paid from the Fund. All other expenses incurred by the Trustee in connection with the administration of this Trust, including fees for legal services rendered to the Trustee, the compensation of the Trustee to the extent not paid directly by the Grantor, and all other proper charges and disbursements of the Trustee shall be paid from the Fund.

Section 10. Annual Valuation. The Trustee shall annually, at least 30 days prior to the anniversary date of establishment of the Fund, furnish to the Grantor and to WDOE a statement confirming the value of the Trust. Any securities in the Fund shall be valued at market value as of no more than 60 days prior to the anniversary date of establishment of the fund. The failure of the Grantor to object in writing to the Trustee within 90 days after the statement has been furnished to the Grantor and WDOE shall constitute a conclusively binding assent by the Grantor, barring the Grantor from asserting any claim or

liability against the Trustee with respect to matters disclosed in the statement.

Section 11. Advice of Counsel. The Trustee may from time to time consult with counsel, who may be counsel to the Grantor, with respect to any question arising as to the construction of this Agreement or any action to be taken hereunder. The Trustee shall be fully protected, to the extent permitted by law, in acting upon the advice of counsel.

Section 12. Trustee Compensation. The Trustee shall be entitled to reasonable compensation for its services as agreed upon in writing from time to time with the Grantor.

Section 13. Successor Trustee. The Trustee may resign or the Grantor may replace the Trustee, but such resignation or replacement shall not be effective until the Grantor has appointed a successor Trustee and this successor accepts the appointment. The successor trustee shall have the same powers and duties as those conferred upon the Trustee hereunder.

Upon the successor trustee's acceptance of the appointment, the Trustee shall assign, transfer, and pay over to the successor trustee the funds and properties then constituting the Fund. If for any reason the Grantor cannot or does not act in the event of the resignation of the Trustee, the Trustee may apply to a court of competent jurisdiction for the appointment of a successor trustee or for instructions. The successor trustee shall specify the date on which it assumes administration of the trust in a writing sent to the Grantor, WDOE, and the present Trustee by certified mail 10 days before such change becomes effective. Any expenses incurred by the Trustee as a result of any of the acts contemplated by this Section shall be paid as provided in Section 9.

Section 14. Instructions to the Trustee. All orders, requests, and instructions by the Grantor to the Trustee shall be in writing, signed by such persons as are designated in the attached Exhibit A or such other designees as the Grantor may designate by amendment to Exhibit A. The Trustee shall be fully protected in acting without inquiry in accordance with the Grantor's orders, requests, and instructions. All orders, requests, and instructions by WDOE to the Trustee shall be in writing, signed by WDOE, or its designees, and the Trustee shall act and shall be fully protected in acting in accordance with such orders, requests, and instructions. The Trustee shall have the right to assume, in the absence of written notice to the contrary, that no event constituting a change or a termination of the authority of any person to act on behalf of the Grantor or WDOE hereunder has occurred. The Trustee shall have no duty to

act in the absence of such orders, requests, and instructions from the Grantor and/or WDOE, except as provided for herein.

Section 15. Notice of Nonpayment. The Trustee shall notify the Grantor and WDOE, by certified mail within 10 days following the expiration of the 30-day period after the anniversary of the establishment of the Trust, if no payment is received from the Grantor during that period. After the pay-in period is completed, the Trustee shall not be required to send a notice of nonpayment.

Section 16. Amendment of Agreement. This Agreement may be amended by an instrument in writing executed by the Grantor, the Trustee, and WDOE, or by the Trustee and WDOE if the Grantor ceases to exist.

Section 17. Irrevocability and Termination. Subject to the right of the parties to amend this Agreement as provided in Section 16, this Trust shall be irrevocable and shall continue until terminated at the written agreement of the Grantor, the Trustee, and WDOE, or by the Trustee and WDOE, if the Grantor ceases to exist. Upon termination of the Trust, all remaining trust property, less final trust administration expenses, shall be delivered to the Grantor.

Section 18. Immunity and Indemnification. The Trustee shall not incur personal liability of any nature in connection with any act or omission, made in good faith, in the administration of this Trust, or in carrying out any directions by the Grantor or WDOE issued in accordance with this Agreement. The Trustee shall be indemnified and saved harmless by the Grantor or from the Trust Fund, or both, from and against any personal liability to which the Trustee may be subjected by reason of any act or conduct in its official capacity, including all expenses reasonably incurred in its defense in the event the Grantor fails to provide such defense.


Section 19. Choice of Law. This Agreement shall be administered, construed, and enforced according to the laws of the State of Washington.

Section 20. Interpretation. As used in this Agreement, words in the singular include the plural and words in the plural include the singular. The descriptive headings for each Section of this Agreement shall not affect the interpretation or the legal efficacy of this Agreement.

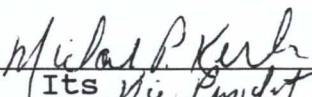
IN WITNESS WHEREOF the parties have caused this Agreement to be executed by their respective officers duly authorized and their corporate seals to be hereunto affixed and attested as of the date first above written. The parties below

certify that the wording of this Agreement is, with the exception of changes required by the Washington State Department of Ecology to assure compliance with the financial requirements of WAC 173-303-400 and/or WAC 173-303-620(10), identical to the wording specified in 40 CFR 264.151(a)(1) as such regulations were constituted on the date first above written.

CHEMICAL PROCESSORS, INC.

By 
W. E. Fisher
Its President

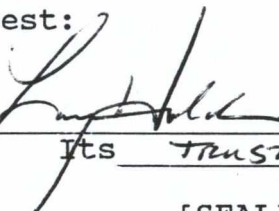
Attest:

By 
Its Vice President
[SEAL]

SEATTLE TRUST & SAVINGS BANK
NOW KNOWN AS KEY BANK OF PUGET SOUND

By 
Its Asst. Vice President

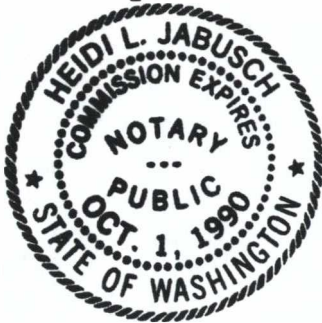
Attest:

By 
Its TRUST OFFICER
[SEAL]

STATE OF WASHINGTON)
: SS.
COUNTY OF KING)

On this 7th of August, 1987, before me personally came W. E. Fisher, to me known, who, being by me duly sworn, did depose and say that he resides at 4130 Boulevard Place, Mercer Island, Washington 98040, that he is President of CHEMICAL PROCESSORS, INC., the corporation described in and which executed the above instrument as its free and voluntary act for the uses and purposes stated therein; that he knows the seal of said corporation; that the seal affixed to such instrument is such corporate seal; that it was so affixed by order of the Board

of Directors of said corporation, and that he signed his name thereto by like order.



Heidi L. Jabusch
NOTARY PUBLIC in and for the State of Washington, residing at Auburn, Wash.

My Commission expires: 10-1-90

Chemical Processors, Inc. warrants that this Amended Trust Agreement is a fully enforceable Trust Agreement.

CHEMICAL PROCESSORS, INC.

By W. E. Fisher
W. E. Fisher
Its President

THIS AMENDED TRUST AGREEMENT is consented to.

~~UNITED STATES ENVIRONMENTAL
PROTECTION AGENCY~~

By [Signature]
Its Regional Administrator

WASHINGTON STATE DEPARTMENT OF
ECOLOGY

By Christine O. Greig
Its Director